ShawPittman LLP

A Limited Liability Partnership Including Professional Corporations

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October 6, 2003

VIA FEDERAL EXPRESS

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399

030972 -77

Re: AccessLine LD Services, Inc.

Interexchange Registration and Initial Tariff

Dear Sir or Madam:

Transmitted herewith for filing on behalf of our client, AccessLine LD Services, Inc. ("AccessLine"), are an original and one copy of AccessLine's IXC Registration Form and interexchange telecommunications services tariff.

Please date-stamp the Receipt copy of this filing and return it to the undersigned in the enclosed self-addressed, stamped envelope. Please refer all questions and correspondence regarding this filing to the undersigned.

Respectfully submitted,

Susan M. Cefdi

Susan M. Hafeli

Counsel for AccessLine LD Services, Inc.

Enclosures

cc: Tim Roberts, AccessLine LD Services, Inc.

Original Tariffs forwarded

Vashington, DC

Northern Virginia New York Los Angeles

London

IXC REGISTRATION FORM

Company Name

AccessLine LD Services, Inc.

Florida Secretary of State Registration No.

F99000003628

Fictitious Name(s) as filed at Fla. Sec. of State

N/A

Company Mailing Name

AccessLine LD Services, Inc.

Mailing Address

11201 S.E. 8th Street, Suite 200

Bellevue, Washington 98004

Web Address

www.accessline.com

E-mail Address

Physical Address

11201 S.E. 8th Street, Suite 200

Bellevue, Washington 98004

Company Liaison

Tim Roberts

Title

Vice President of Operations

Phone

(206) 515-1710

Fax

(206) 515-1710

E-mail address

troberts@accessline.com

Consumer Liaison

Customer Services Department

Title

AccessLine LD Services, Inc.

Address

11201 S.E. 8th Street, Suite 200

Bellevue, Washington 98004

Phone

(206) 654-1015 or (877) 800-0055

Fax

(206) 654-1015

E-mail address

customerservice@accessline.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

Signature of Company Representative

Printed/Typed Name of Representative

WOOTHY M KOREOTS

Date

Effective: 07/15/2003

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF OF

ACCESSLINE LD SERVICES, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by AccessLine LD Services, Inc. (hereinafter "Carrier") with principal offices at 11201 S.E. 8th Street, Suite 200, Bellevue, Washington 98004. This Tariff applies to services furnished within the state of Florida. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business.

CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION
1 2	Original Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
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SYMBOLS SHEET

The following are the only symbols used for the purposes indicated below.

- D Delete or Discontinue
- I Change Resulting In An Increase To Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting In A Reduction To Customer's Bill
- T Change In Text Or Regulation But No Change In Rate Or Charge

TARIFF FORMAT SHEET

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
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 - 2.1.1.A.1.(a).I.(i)(1)
- D. <u>Check Sheets</u> When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

<u>Application for Service</u> - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide telecommunication service as required.

<u>Carrier</u> - AccessLine LD Services, Inc., unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

<u>Customer</u> - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

<u>Disconnection</u> - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

<u>ICB</u> - Individual case basis, i.e., a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

<u>LATA</u> - A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

<u>Premises</u> - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this Tariff shall include only the State of Florida.

<u>Tariff</u> - This Tariff containing the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Carrier, unless the context indicates otherwise.

TDD - Telecommunications device for the deaf

<u>Terminal Equipment</u> - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

ISSUED: October 7, 2003

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF CARRIER

Carrier is a common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state, where facilities and billing capabilities permit.

2.2 LIMITATIONS OF SERVICE

- 2.2.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in Carrier's services shall file a service application with Carrier which fully satisfies Carrier and identifies the services required.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
- 2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
- 2.2.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer. Customers reselling or rebilling service must be certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

2.4 <u>LIABILITIES OF CARRIER</u>

- 2.4.1 The liability of Carrier for any claim of loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs, unless ordered by the Commission. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.4.2 Carrier shall not be hable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 - A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff:
 - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
 - C. any act or omission by Customer; or
 - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by gross negligence of Carrier.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.
- 2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.5 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to Carrier's testing or adjusting, the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.5.1 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment are made against monthly recurring fees, if any, charged by Carrier, and start when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and cease when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from Carrier performing routine maintenance;
 - interruptions of service for implementation of Customer order for a change in the service;
 - 3. interruptions caused by negligence of Customer or his authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.6 RESPONSIBILITIES OF CUSTOMER

- 2.6.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:
 - A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
 - B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
 - C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6 <u>RESPONSIBILITIES OF CUSTOMER</u> (Cont'd)

2.6.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period.

 Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.6.4 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. All tariffed charges are billed in arrears on a monthly basis. Unless special arrangements are made, Customer must pay for Carrier's services using a designated credit card account. Charges will be posted to Customer's credit card on the monthly anniversary of the date Customer signed up for service. Carrier also provides Customers paying via credit card access to an Internet account and on-line bill posting. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. If Customer does not pay by credit card, payment under the first invoicing option will be due upon receipt of the monthly statement. A nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing thirty (30) days after rendition of the bill.
- C. Customer is responsible for payment of all charges for service furnished to Customer or Authorized Users, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. If an entity other than Carrier imposes charges on Carrier, in addition to its own internal costs, in connection with a service for which a Carrier Non-Recurring Charge is specified, those charges may be passed on to Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.6 RESPONSIBILITIES OF CUSTOMER (Cont'd)

2.6.4 Payment and Charges for Service (cont'd)

- D. A nonrecurring penalty charge of 1.5 percent per month may be assessed on all unpaid balances more than 30 days old.
- E. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.
- F. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.
- G. Customers of inbound toll free (e.g., 800, 866, 877, 888 or the like) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owned to Carrier for such toll free service.

2.6.5 Disputed Bills

Customer shall notify Carrier of any disputed items on a bill within 30 days. Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to Customer. If Customer and Carrier are unable to resolve the dispute to their mutual satisfaction, Customer may file a compliant with the Florida Public Service Commission.

- A. The date of the dispute shall be the date Carrier receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date Carrier completes its investigation and notifies Customer of the disposition of the dispute.
- B. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission by contacting the Commission at:

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399

2.6 <u>RESPONSIBILITIES OF CUSTOMER</u> (Cont'd)

2.6.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.7 Deposits and Advance Payments

The Company does not require a deposit from the Customer. Carrier reserves the right to collect an amount not to exceed one month's estimated charges as an advance payment for service. This amount will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month.

2.7 RESPONSIBILITIES OF CARRIER

2.7.1 <u>Fractional Charges</u>

Monthly recurring fees, if any, charged by Carrier for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished and dividing that number of days by 30 days (the billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.7.2 Credit Upon Cancellation

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

ISSUED: October 7, 2003

2.7 RESPONSIBILITIES OF CARRIER (Cont'd)

2.7.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for noncompliance with or violation of any State or municipal law, ordinance, or regulation pertaining to telephone service;
- B. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for the use of telephone service for any other property or purpose than that described in the application for service;
- C. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for failure or refusal to provide Carrier with a deposit to insure payment of bills in accordance with Carrier's regulations;
- D. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for neglect or refusal to provide reasonable access to Carrier for the purpose of inspection and maintenance of equipment owned by Carrier;
- E. After five working days' written notice, for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- F. After five working days' written notice, in the event of noncompliance with or a violation of the Commission's regulations or Carrier's rules and regulations on file with the Commission;
- G. Without notice, in the event of Customer's use of equipment in such manner as to adversely affect Carrier's equipment or Carrier's service to others;
- H. Without notice, in the event of tampering with the equipment furnished and owned by Carrier; or
- I. Without notice, in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the utility my, before restoring service, require Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonable estimated as the loss in revenues resulting from such fraudulent use.

2.8 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 TAXES AND SURCHARGES

Customer is responsible for payment of any sales, use, gross receipts, excise, or other local, state, or federal taxes or surcharges, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, or use of the Company's services. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

- 2.9.1 All state and local taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). Other taxes, charges and regulatory assessments may be identified in the aggregate on the Customer's bill and are not be included in the quoted rate.
- 2.9.2 Taxes, charges, surcharges and assessments shall be billed to the Customer receiving service within the territorial limits of such State, county, city or other taxing authority. Such billing shall allocate the tax, charge, surcharge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge, and/or assessment.
- 2.9.3 The Company reserves the right to charge Customer an amount sufficient to recover any governmental assessments, fees, licenses or other similar taxes or fees imposed upon the Company. Any surcharge or fee other than taxes will be filed for Commission approval.

2.10 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.3 of this Tariff.

2.11 INTERCONNECTION

- 2.11.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.
- 2.11.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its customers provided terminal equipment of communications systems with Carriers' facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.12 TIMING OF CALLS

2.12.1 When Billing Charges Begin and Terminate

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage for all calls begins when the calling party is connected (for inbound calls) and when called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible (for outbound calls)). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when one of the parties disconnects from the call.

2.12.2 Billing Increments

Unless otherwise specified in this Tariff, calls are billed in six-second increments with a thirty-second minimum.

2.12.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

2.12.4 Uncompleted Calls

There are no billing charges applied for uncompleted calls.

2.13 DISTANCE AND TIME OF DAY CALCULATION

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Carrier's rates are neither distance nor time of day sensitive.

Formula:

$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

2.14 MINIMUM CALL COMPLETION

Pursuant to Rule 25-24.485(3)(g)(6)(C), the minimum call completion rate that a subscriber can expect to encounter during the Carrier's busy hour shall not be less than 90 percent. This percentage is computed by dividing the number of calls completed by the number of calls attempted.

ISSUED: October 7, 2003

SECTION 3 - DESCRIPTION OF SERVICES

3.1 SWITCHED TELECOMMUNICATIONS SERVICE

Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an intraLATA and interLATA basis. Switched Telecommunications Service is a usage-based service, available to subscribers of Carrier's enhanced service. This Service is not sold separately but is provided only as a part of various Carrier packages also consisting of non-communications services. Service is available twenty-four (24) hours a day, seven days a week. Switched Telecommunications Service is provided only where facilities and billing capabilities permit.

3.2 UNLIMITED RESIDENTIAL LONG DISTANCE SERVICE

The Company's Unlimited Residential Long Distance Service is a long-distance service that provides a residential Customer with 1,500 minutes of direct-dialed outbound interexchange domestic calling for a single monthly fee.

- 3.2.1 Service may be used only for residential voice communications originated and terminated within the contiguous United States.
- 3.2.2 Service may not be used for "non-residential voice use," defined to include any use of the Service in conjunction with the running, operation or maintenance of a business, including but not limited to a home-based business or permanent Internet connection, and regardless of whether the business is operated for profit. Indicators of unauthorized non-residential use include (but are not limited to) usage over 1,500 minutes per month, more than five (5) calls per day, or an average call duration of less than 15 minutes.
- 3.2.3 Resale of Service is not permitted.
- 3.2.4 Customers must place all telephone calls from the residence telephone number provided when the Customer applied for Service. Customer is responsible for maintaining the confidentiality of any passwords or access codes required for use of the Service by Customer or Authorized User.
- 3.2.5 Customer is responsible for ensuring that Customer and any individual whom Customer has authorized to use the Service (an "Authorized User") use the Service in compliance with the provisions described in this Tariff and any applicable Customer Service Agreement.
- 3.2.6 The Service will be made available on a best-efforts basis, but Company makes no guarantees or warranties, express or implied, as to the availability or quality of the Service itself or any specific feature of the Service. To the extent the Company's underlying carrier relies in whole or in part on an Internet Protocol ("IP") network, Customer may experience service problems or interruptions, including but not limited to delay or "lag" in calls, reduced sound quality, dropped telephone calls, or an inability to access the network during times of peak usage.

3.2 <u>UNLIMITED LONG DISTANCE RESIDENTIAL SERVICE</u> (Cont'd)

3.2.7 The Company reserves the right to monitor Customer's account for unauthorized or fraudulent use of the Service and may suspend or terminate the Customer's Service immediately and without notice if the Company determines that the Customer has engaged in unauthorized or fraudulent use of the Service, including but not limited to non-residential use or usage in excess of the allotted minutes.

3.3 CONFERENCE CALLING

Conference Calling is a usage-based service, available to subscribers of Carrier's enhanced service, which allows Customer to add additional parties to a conversation. Up to 25 people can be added to a call. Conference Calling Service is provided only where facilities and billing capabilities permit.

3.4 TOLL FREE SERVICE

Toll Free Service is a usage-based service where calls are dialed with a specific prefix (e.g., 800, 866, 877, 888 or the like) and paid for by the subscriber of the service rather than the calling party. Carrier offers Toll Free Service on a stand-alone basis, as Smart800, or as part of a package that also consists of non-communications services. Customer is responsible for all charges for use of Carrier's network arising from calls placed to Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit.

3.5 HEARING AND SPEECH IMPAIRED PERSONS

To the extent Carrier offers long distance service rates that differ based on time-of-day, intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls, in compliance with Section 25-4.079(4), Florida Statutes.

3.6 OPERATION OF TELECOMMUNICATIONS RELAY SERVICE

For intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

3.7 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier.

SECTION 4 - RATES AND CHARGES

4.1 SWITCHED TELECOMMUNICATIONS SERVICE

The following are the usage charges that apply to Carrier's Switched Telecommunications Service. This Service is not separately, but is provided only as part of various packages also consisting of non-communications services. Usage charges are based on six-second increments with a thirty-second minimum. Billing will be rounded to the nearest penny for each call. Term and volume discounts may apply.

4.1.1 <u>Usage Charges</u>

First thirty seconds:

\$ 0.025

Each additional six-second increment:

\$ 0.005

4.2 UNLIMITED RESIDENTIAL LONG DISTANCE SERVICE

The following are the usage charges that apply to Carrier's Unlimited Residential Long Distance Service. Usage charges are based on one-minute increments. Billing will be rounded to the nearest penny for each call. Term and volume discounts may apply.

4.2.1 Service Charges

Recurring monthly rate:

\$ 29.99

4.3 <u>CONFERENCE CALLING</u>

The following are the charges that apply to Carrier's Conference Calling Service. Usage charges are based on one-minute increments with a one-minute minimum. Billing will be rounded to the nearest penny for each call. Term and volume discounts may apply.

4.3.1 Usage Charges

Per minute/per caller:

\$ 0.149

4.4 TOLL FREE SERVICE

The following are the usage charges that apply to Carrier's Toll Free Service. Billing will be rounded to the nearest penny for each call. Term and volume discounts may apply.

4.4.1 Stand-alone Service: Smart800

Usage charges for Smart800 calls are based on six-second increments with a thirty-second minimum. There are no monthly (recurring) charges for Smart800 Service.

4.3.1.A Activation Fee

Non-recurring activation fee:

\$ 20.00

4.3.1.B <u>Usage Charges</u>

First thirty seconds:

\$ 0.05

Each additional six-second increment:

\$ 0.01

4.4.2 Package Offering

Usage charges for Toll Free Calls offered as part of a package are based on six-second increments with a thirty-second minimum. Carrier does not charge either an activation fee or monthly (recurring) charges when Toll Free Service is purchased as part of a package offering.

4.3.2.1 Usage Charges

First thirty seconds:

\$ 0.05

Each additional six-second increment:

\$ 0.01

4.5 RESTORATION OF SERVICE

A reconnection fee of \$25.00 per occurrence is charged where service is re-established for Customers who have been disconnected for non-payment.

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4.6 RETURNED CHECK CHARGES

In compliance with Chapter 832, Fl. Stat., the Company will bill the Customer the following one-time charges if the Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution:

- 4.6.1 When the face value of the check is \$50.00 or less: \$25.00
- 4.6.2 When the face value of the check is between \$50.00 and \$300.00: \$30.00
- 4.6.3 When the face value of the check exceeds \$300.00: \$40.00 or five (5) percent of the face amount of the check, whichever is greater.

4.7 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this Price List, rates and charges may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

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